

(File No.) _____

194B-CE-68335-1A

BÜN

Universal File Case Number 194 - B-CE - 68335 - 1A1

Field Office Acquiring Evidence Charlotte

Serial # of Originating Document _____

Date Received 8-22-94

From Register of Deeds
(Name of Contributor)

Vance County Court House
(Address of Contributor)

Henderson
(City and State)

By [Redacted]
(Name of Special Agent)

To Be Returned ☐ Yes ☒ No

Receipt Given ☐ Yes ☒ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6 (e)

Federal Rules of Criminal Procedure

☐ Yes ☒ No

Title:

[Redacted Title Box]

Hobbs Act - Bribery,
00-CE

Reference: _____
(Communication Enclosing Material)

Description: ☐ Original notes re interview of

- ① Copy of North Carolina General Warranty Deed
- ② North Carolina Deed of Trust
- ③ Notice and Record of Satisfaction of Deed of Trust

b6
b7C

BOOK 690 PAGE 90

VANCE COUNTY, N. C.
FILED RECORD

MAR 16 9 27 AM '92

SARAH H. HALE
REGISTER OF DEEDS

Gift

Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of 19
by

Mail after recording to Attorney L. W. West, P. O. Box 851, Durham, NC 27702

This instrument was prepared by Lauriette Williams West (no survey available)

Brief description for the Index Kittrell College

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 3rd day of March, 1992, by and between

GRANTOR

GRANTEE

Kittrell College, by:
Trustee
c/o AME Church
1134 11th Street, NW
Washington, DC 20001

Second Episcopal District
African Methodist Episcopal Church
1134 11th Street, NW
Washington, DC 20001

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Kittrell Township,

Vance County, North Carolina and more particularly described as follows:

Being the remaining property owned by Kittrell College and identified as Vance County Tax Map 468-1-7 containing 237.71 acres more or less. Said properties are more particularly described in the transfers to Kittrell College in the following book and page numbers: DB 43, p. 101; DB 198, p. 356; DB 198, p. 521; DB 200, p. 198; DB 200, p. 400; DB 220, p. 157; and DB 403, p. 225, DB 403, p. 225 Vance County Register of Deeds.
(Land transferred in Deed Book 633, p. 181 excepted.)

The property hereinabove described was acquired by Grantor by instrument recorded in ...
 ... DB 43, p. 101, Deed Book 181, p. 521 and Deed Book 468, p. 225.

A map showing the above described property is recorded in Plat Book page ...

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in his corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

KITTRELL COLLEGE

(Corporate Name)

By: Bishop H. H. Brookins
 President, Board of Trustees

ATTEST:
Joseph C. McKinney
 Treasurer
 (Corporate Seal)

Joseph C. McKinney

SEAL-STAMP



NORTH CAROLINA, ... County.

I, a Notary Public of the County and State aforesaid, certify that Bishop H. H. Brookins
President of Trustee Board for Kittrell College Grantor,
 personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
 hand and official stamp or seal, this ... day of ... 19...
 said instrument is executed by trustee in name of Kittrell College.

My commission expires: ... Notary Public

SEAL-STAMP



Washington District of Columbia
 I, a Notary Public of the County and State aforesaid, certify that Bishop H. H. Brookins Pres,
of Trustee Board for Kittrell College / Joseph C. McKinney, Sec/Treas
 personally came before me this day and acknowledged that as its Secretary,
Trustee Board for Kittrell College Carolina corporation, and that by authority duly
 given and as the act of the corporation, the foregoing instrument was signed in its name by its ...
 President, sealed with its corporate seal and attested by ... as its Secretary,
 Witness my hand and official stamp or seal, this 3rd day of March, 19...
 My commission expires July 31, 1927 Wilburn L. Boddie Notary Public

The foregoing instrument was recorded in ... Wilburn L. Boddie, Notary Public of District of Columbia...

Is/are certified to be correct This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof

James H. Hale REGISTER OF DEEDS FOR Vance COUNTY

By ... Deputy/Assistant - Register of Deeds

BOOK 693 5560

VANCE COUNTY, N.C.
FILED FOR RECORD

JUN 1 4 15 PM '92

SARAH H. HALE
REGISTER OF DEEDS

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the _____ day of _____, 19____

Signed: _____

Recording: Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 19____

by _____

Mail after recording to _____

THIS INSTRUMENT PREPARED WITHOUT CERTIFICATE OF TITLEThis instrument prepared by NED M. BARNES, A-3 Pleasure Island Plaza, Carolina Beach, NC 28428Brief Description for the Index Property known as Kittrell College**NORTH CAROLINA DEED OF TRUST**THIS DEED OF TRUST made this 28th day of May, 19 92 by and between:

GRANTOR

SECOND EPISCOPAL DISTRICT
AFRICAN METHODIST
EPISCOPAL CHURCH1134 11th Street, NW
Washington, DC 20001

TRUSTEE

NED M. BARNES

BENEFICIARY

AT-HOME-PROGRAM, LTD
PENSION PLAN
c/o NATIONS BANK OF NORTH CAROLINA
P. O. Box 1827
Carolina Beach, NC 28428

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Two hundred twenty-five thousand and00/100 Dollars (\$ 225,000.00),as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said Promissory Note, if not sooner paid, is May 28, 1994.NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of Kittrell Township,Vance

County, North Carolina. (the "Premises") and more particularly described as follows:

BEING the remaining property owned by Kittrell College and identified as Vance County Tax Map 468-1-7 containing 237.71 acres more or less. Said properties are more particularly described in the transfers to Kittrell College in the following book and page numbers: Deed Book 43, Page 101; Deed Book 198, Page 356; Deed Book 198, Page 521; Deed Book 200, Page 198; Deed Book 200, Page 400; Deed Book 220, Page 157; and Deed Book 406, Page 225; Deed Book 468, Page 225 of the Vance County Register of Deeds.
(Land transferred in Deed Book 633, Page 181 excepted.)

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions set forth hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled of record at the expense of the Grantor. If, however, there shall be any default in the payment of any sum due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the date of such default, or if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed as public auction for cash, after having first giving notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such sale and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey said land to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceeding, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and advance as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ 500.00 whichever is greater, for a completed foreclosure. In the event no foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclose; one-half (1/2) the next after issuance of said notice; three-fourths (3/4) the next after such hearing; and the greater of the full commission or minimum sum after the final sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, consistently insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums thereon, and shall deliver to Beneficiary such policy along with evidence of premium payment as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, any premiums thereon or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby, and if payable in installments, applied in the several order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.
2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.
3. **ASSIGNMENTS OF RIGHTS AND PROFITS.** Grantor shall not assign, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents and profits the cost of collecting and collection, to apply the remainder to the debt secured hereby.
4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms of said provision. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.
5. **WASTE.** The premises hereby conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and in full compliance with all governmental requirements respecting the premises or their use, and that he will not commit or permit any waste.
6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, as any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the several order of maturity of such installments, or to any other use, repair or restoration of the Premises by Grantor.
7. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinafter described is subject to the following exceptions:

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in the case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any other reason the holder of the Note desires to replace and Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

☒ **THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.**

9. **SALE OF PREMISES.** Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law (other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or joint owner; (iv) the grant of a leasehold interest of more than (2) years or less not constituting an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises; (ix) the joint written consent of Beneficiary, Beneficiary, at his own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor or a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.
10. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advances or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.
11. **INDemnITY.** If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall bear expense as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.
12. **WARRANTS.** Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.
13. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.
14. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.
15. **OTHER TERMS**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this day and year first above written.

(Corporate Name)
By: _____ President
ATTEST: _____ Secretary (Corporate Seal)

SECOND EPISCOPAL DISTRICT
AFRICAN METHODIST EPISCOPAL CHURCH (SEAL)
BY: H. Hartford Brookins (SEAL)
H. HARTFORD BROOKINS, BISHOP (SEAL)
(SEAL)

NOTARY PUBLIC
WILBURN L. BRODDIE, Notary Public of the District of Columbia, County, I, a Notary Public of the County and state aforesaid, certify that H. HARTFORD BROOKINS, BISHOP personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 28th day of May, 1992. My Commission expires: My Commission Expires July 31, 1994. Wilburn L. Broddie Notary Public

NOTARY PUBLIC
NORTH CAROLINA, County, I, a Notary Public of the County and state aforesaid, certify that personally appeared before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by its Secretary. Witness my hand and official stamp or seal, this day of 19. My Commission expires: Notary Public

The foregoing Certificate(s) of Wilburn L. Broddie, Notary Public of the District of Columbia,

is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.
By SARAH H. HALE REGISTER OF DEEDS FOR Vance COUNTY
Cynthia A. Abbott Deputy Assistant-Register of Deeds

L.W. WEST
P.O. Box 851
DURHAM NC 27702

04666
04665

BK717 PG212

VANCE COUNTY, N.C.
FILED FOR RECORD

SEP 15 PM 1:21

SARAH H. HALE
REGISTER OF DEEDS

NOTICE AND RECORD OF SATISFACTION OF DEED OF TRUST

STATE OF NORTH CAROLINA

COUNTY OF ~~RECORDED~~ VANCE

This Notice and Record of Satisfaction of Deed of Trust is filed pursuant to G.S. 45-37(a) (5) and G.S. 45-37.2

I, NED M. BARNES

Trustee/Successor Trustee

certify that the debt or other obligation in the amount of

\$ 225,000.00 secured by the Deed of Trust executed by

SECOND EPISCOPAL DISTRICT AFRICAN METHODIST EPISCOPAL CHURCH

Grantor

NED M. BARNES

Trustee

and AT-HOME-PROGRAM, LTD PENSION PLAN c/o NATIONSBANK OF NORTH CAROLINA

Beneficiary

and recorded in Book 693 at Page 560, was satisfied on
September 13, 199 3.

Ned M. Barnes
Trustee/Successor Trustee
NED M. BARNES

Substitution of Trustee recorded in Book _____ at Page _____

The above Deed of Trust is hereby cancelled this the _____ day
of _____, 199 _____.

WITNESS:

Deputy/Assistant Register of Deeds

Cancelled of Record by Notice of Satisfaction recorded in Book 717,
Page 212. This 15 day of September, 1993.

SARAH H. HALE, REGISTER OF DEEDS

By Sarah H. Hale
Assistant Register of Deeds

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Laura L. Terbeek, a Notary Public of the County of Pender, State of North Carolina hereby certify that NED M. BARNES, Trustee personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein set forth.

WITNESS my hand and notarial stamp or seal, this the 13th day of September, 1993.

My Commission Expires:

July 31, 1998

Laura L. Terbeek
Notary Public



STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Laura L. Terbeek, Notary Public of Pender County, N.C., is certified to be correct. This instrument was presented for registration and recorded in this office in Book 717, Page 212.

This 15 day of September, 1993, at 1:21 o'clock P.M.

SARAH H. HALE, REGISTER OF DEEDS

By *Anthony S. Albright*
Assistant Register of Deeds